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**2018 SUPPLEMENT  
TO AMENDED AND RESTATED  
MASTER INSTALLMENT PURCHASE AGREEMENT**

**by and between**

**THE CITY OF SAN DIEGO**

**and**

**SAN DIEGO FACILITIES AND EQUIPMENT  
LEASING CORPORATION**

**Dated as of December 1, 2018**

**relating to**

**\$243,180,000  
Public Facilities Financing Authority of the City of San Diego  
Subordinated Water Revenue Bonds, Series 2018A  
(Payable Solely from Subordinated Installment Payments Secured  
by Net System Revenues of the Water Utility Fund)**

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**2018 SUPPLEMENT  
TO AMENDED AND RESTATED  
MASTER INSTALLMENT PURCHASE AGREEMENT**

**THIS 2018 SUPPLEMENT TO AMENDED AND RESTATED MASTER INSTALLMENT PURCHASE AGREEMENT** (the **"2018 Supplement"**), dated as of December 1, 2018, is by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a charter duly adopted pursuant to the provisions of the Constitution of the State of California (the **"City"**), and the SAN DIEGO FACILITIES AND EQUIPMENT LEASING CORPORATION, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California (the **"Corporation"**).

**WITNESSETH:**

**WHEREAS**, the City and the Corporation have heretofore entered into an Amended and Restated Master Installment Purchase Agreement, dated as of January 1, 2009, as amended and supplemented by the First Amendment to Amended and Restated Master Installment Purchase Agreement dated as of November 14, 2018, the 2009A Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of January 1, 2009, the 2009B Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2009, the 2010A Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2010, the 2012A Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of April 1, 2012, the 2016 Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of June 1, 2016, and the 2017 Commercial Paper Supplement to Amended and Restated Master Installment Purchase Agreement, dated as of January 1, 2017, each by and between the City and the Corporation, and as supplemented by the Collateral Agency, Account and Assignment Agreement, dated as of November 14, 2018, by and among the City, the Corporation, the Public Facilities Financing Authority of the City of San Diego, a California joint exercise of powers entity (the **"Authority"**), the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency, and U.S. Bank National Association as collateral agent under the Collateral Agency Agreement and as Trustee under the herein defined Indenture (collectively, the **"Agreement"**), pursuant to which the Corporation has agreed to sell certain improvements and additions (comprised of various components, each, a **"Component"**) to the water system of the City (the **"Water System"**) and the City has agreed from time to time to purchase certain Components as specified in certain supplements to the Agreement; and

**WHEREAS**, the City has determined that it is in its best interests and the best interests of its residents to finance and refinance certain Components identified in Exhibit A to this 2018 Supplement (the **"2018 Components"**), and to pay for the 2018 Components by making 2018 Subordinated Installment Payments (herein defined) pursuant to this 2018 Supplement, all in the manner described herein, and the Authority is willing to assist the City in effecting such financing and refunding; and

**WHEREAS**, the 2018 Subordinated Installment Payments specified in this 2018 Supplement will be assigned by the Corporation to the Authority and serve as the security for the Public Facilities Financing Authority of the City of San Diego Subordinated Water Revenue Bonds, Series 2018A (Payable Solely from Subordinated Installment Payments Secured by Net System Revenues of the Water Utility Fund) (the **"2018 Bonds"**), the proceeds of which will be used to finance the 2018 Components, including by paying the Subordinated Water Revenue Commercial Paper Notes, Series A (Payable Solely from Subordinated Installment Payments Secured by Net System Revenues of the Water Utility Fund) (the **"Series A Commercial Paper Notes"**) and the Subordinated Water Revenue Commercial Paper Notes, Series B (Payable Solely from Subordinated Installment Payments Secured by Net System Revenues of

the Water Utility Fund) (the “Series B Commercial Paper Notes” and, together with the Series A Commercial Paper Notes, the “Commercial Paper Notes”) of the Authority which were issued to initially finance a portion of the 2018 Components, and to pay the costs of issuance of the 2018 Bonds; and

**WHEREAS**, the 2018 Bonds are issued under and secured by the Indenture, dated as of January 1, 2009, as amended and supplemented by the First Supplemental Indenture, dated as of June 1, 2009, the Second Supplemental Indenture, dated as of June 1, 2010, the Third Supplemental Indenture, dated as of April 1, 2012, the Fourth Supplemental Indenture, dated as of June 1, 2016, the Fifth Supplemental Indenture dated January 1, 2017, and the Sixth Supplemental Indenture dated December 1, 2018 (collectively, the “**Indenture**”), each by and between the Authority and U.S. Bank National Association, as successor trustee (the “**Trustee**”); and

**WHEREAS**, the City and the Corporation now wish to describe the underlying purchase and sale of the 2018 Components that will be the subject of the 2018 Subordinated Installment Payments by execution and delivery of this 2018 Supplement; and

**WHEREAS**, this 2018 Supplement is an Issuing Instrument, as defined in the Agreement, and, when executed and delivered, shall constitute a Supplement to the Agreement and be included as part thereof; and

**NOW THEREFORE**, the parties hereto have agreed as follows:

## **ARTICLE 1**

### **DEFINITIONS**

**Section 1.01 Definitions.** Capitalized terms used in this 2018 Supplement but not defined herein have the meanings given those terms in the Agreement and, if any such terms are not defined in the Agreement, then such terms have the meanings given those terms in the Indenture. As used in this 2018 Supplement, the following additional terms have the following meanings:

#### **Interest Portion**

The term “Interest Portion” means the interest portion of 2018 Subordinated Installment Payments specified in Section 4.01 hereof.

#### **Principal Portion**

The term “Principal Portion” means the principal portion of 2018 Subordinated Installment Payments specified in Section 4.01 hereof.

#### **2018 Components**

The term “2018 Components” means the Components of the Project specified in Exhibit A attached hereto and by this reference made a part hereof for which the City will be making 2018 Subordinated Installment Payments.

#### **2018 Installment Payment Date**

The term “2018 Installment Payment Date” means the 15th day of the calendar month immediately preceding each Interest Payment Date for the 2018 Bonds.

## **2018 Subordinated Installment Payments**

The term "2018 Subordinated Installment Payments" means the Installment Payments specified in Section 4.01 hereof that are to pay the Purchase Price of the 2018 Components in accordance with the terms hereof.

## **ARTICLE 2**

### **REPRESENTATIONS AND WARRANTIES**

**Section 2.01 City Representations and Warranties.** The City hereby represents and warrants that each of the following is true and correct:

(a) The City is a municipal corporation organized and existing under the Charter, which was duly adopted pursuant to the provisions of the Constitution of the State of California.

(b) The City has full legal right, power, and authority to enter into this 2018 Supplement and perform its obligations hereunder, to carry out and consummate all transactions contemplated by this 2018 Supplement, and the City has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the City has duly authorized the execution, delivery, and performance of this 2018 Supplement.

(d) The execution and delivery of this 2018 Supplement and the consummation of the transactions herein contemplated do not and will not (i) violate any provision of any material law or any order of any court or other agency of government; (ii) be in conflict with, result in a material breach of, or constitute a default (with due notice or the passage of time or both) under any provision of any indenture, material agreement, or other instrument to which the City is now a party or by which it or any of its material properties or assets is bound; or (iii) result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(e) The City has determined that it is necessary and proper for City uses and purposes within the terms of the Law that the City acquire the 2018 Components in the manner provided for in this 2018 Supplement, in order to continue to provide essential services and facilities to the persons residing in the City.

(f) The City will take no action to cause, directly or indirectly, the interest on the 2018 Bonds to be includable in the gross income of the Owners (as defined in the Indenture) of the 2018 Bonds for federal income tax purposes.

**Section 2.02 Corporation Representations and Warranties.** The Corporation hereby represents and warrants to the City that each of the following is true and correct:

(a) The Corporation is duly organized and existing under the laws of the State of California.

(b) The Corporation has full legal right, power, and authority to enter into this 2018 Supplement and to carry out and consummate all transactions contemplated by this 2018 Supplement.

(c) By proper action, the Corporation has duly authorized the execution, delivery, and due performance of this 2018 Supplement.

(d) The execution and delivery of this 2018 Supplement and the consummation of the transactions herein contemplated do not and will not (i) violate any provision of any material law or any order of any court or other agency of government; (ii) be in conflict with, result in a material breach of, or constitute a default (with due notice or the passage of time or both) under any provision of any indenture, material agreement, or other instrument to which the Corporation is now a party or by which it or any of its material properties or assets is bound; or (iii) result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of the Corporation.

### **ARTICLE 3**

#### **2018 Bond Proceeds; Pledge of Certain Amounts; Sale of 2018 Components**

**Section 3.01 Corporation's Obligation to Pay 2018 Bond Proceeds.** In consideration of the agreement by the City to make 2018 Subordinated Installment Payments, the Corporation hereby agrees to cause the Authority, as assignee of the Corporation's rights and obligations hereunder, to pay to the City, the amount of \$280,353,555.16, being the net proceeds of the 2018 Bonds.

**Section 3.02 Proceeds of the 2018 Bonds to Trustee.** The City hereby directs the Authority, in lieu of delivering the proceeds of the 2018 Bonds to the City, to deliver the proceeds of the 2018 Bonds to the Trustee for application in accordance with Section 18.7 of the Indenture.

**Section 3.03 Pledge of Amounts in the 2018A Acquisition Fund.** The City hereby irrevocably pledges all Revenues and amounts, if any, on deposit in the Acquisition Fund established pursuant to Section 18.6 of the Indenture and held by the Treasurer, for the benefit of the Owners, subject to the provisions of the Indenture.

**Section 3.04 Sale and Purchase of 2018 Components.** In consideration of the agreement by the City to make 2018 Subordinated Installment Payments, the Corporation hereby sells, transfers, and assigns the 2018 Components to the City and the City hereby agrees to purchase and accept the 2018 Components.

### **ARTICLE 4**

#### **2018 Subordinated Installment Payments**

**Section 4.01 2018 Subordinated Installment Payments.** In consideration of the payment by the Authority, on behalf of the Corporation, of the proceeds of the 2018 Bonds and the sale of the 2018 Components by the Corporation to the City pursuant to Section 3.04 hereof, the City hereby agrees to pay a portion of the Purchase Price on each 2018 Subordinated Installment Payment Date as 2018 Subordinated Installment Payments, solely from Net System Revenues, as provided in the Agreement, the following:

<b>Installment Payment Date</b>	<b>Principal Portion of Installment</b>	<b>Interest Portion of Installment</b>	<b>Combined Installment Payment</b>
January 15, 2019	\$ --	\$ 956,942.77	\$ 956,942.77
July 15, 2019	3,815,000	6,151,775.00	9,966,775.00
January 15, 2020	--	6,056,400.00	6,056,400.00
July 15, 2020	4,010,000	6,056,400.00	10,066,400.00
January 15, 2021	--	5,956,150.00	5,956,150.00
July 15, 2021	4,215,000	5,956,150.00	10,171,150.00
January 15, 2022	--	5,850,775.00	5,850,775.00
July 15, 2022	4,435,000	5,850,775.00	10,285,775.00
January 15, 2023	--	5,739,900.00	5,739,900.00
July 15, 2023	4,660,000	5,739,900.00	10,399,900.00
January 15, 2024	--	5,623,400.00	5,623,400.00
July 15, 2024	4,900,000	5,623,400.00	10,523,400.00
January 15, 2025	--	5,500,900.00	5,500,900.00
July 15, 2025	5,155,000	5,500,900.00	10,655,900.00
January 15, 2026	--	5,372,025.00	5,372,025.00
July 15, 2026	5,415,000	5,372,025.00	10,787,025.00
January 15, 2027	--	5,236,650.00	5,236,650.00
July 15, 2027	5,690,000	5,236,650.00	10,926,650.00
January 15, 2028	--	5,094,400.00	5,094,400.00
July 15, 2028	5,985,000	5,094,400.00	11,079,400.00
January 15, 2029	--	4,944,775.00	4,944,775.00
July 15, 2029	6,290,000	4,944,775.00	11,234,775.00
January 15, 2030	--	4,787,525.00	4,787,525.00
July 15, 2030	6,615,000	4,787,525.00	11,402,525.00
January 15, 2031	--	4,622,150.00	4,622,150.00
July 15, 2031	6,955,000	4,622,150.00	11,577,150.00
January 15, 2032	--	4,448,275.00	4,448,275.00
July 15, 2032	7,310,000	4,448,275.00	11,758,275.00
January 15, 2033	--	4,265,525.00	4,265,525.00
July 15, 2033	7,685,000	4,265,525.00	11,950,525.00
January 15, 2034	--	4,073,400.00	4,073,400.00
July 15, 2034	8,080,000	4,073,400.00	12,153,400.00
January 15, 2035	--	3,871,400.00	3,871,400.00
July 15, 2035	8,495,000	3,871,400.00	12,366,400.00
January 15, 2036	--	3,659,025.00	3,659,025.00
July 15, 2036	8,930,000	3,659,025.00	12,589,025.00
January 15, 2037	--	3,435,775.00	3,435,775.00
July 15, 2037	9,385,000	3,435,775.00	12,820,775.00
January 15, 2038	--	3,201,150.00	3,201,150.00
July 15, 2038	9,865,000	3,201,150.00	13,066,150.00
January 15, 2039	--	2,954,525.00	2,954,525.00
July 15, 2039	10,375,000	2,954,525.00	13,329,525.00
January 15, 2040	--	2,695,150.00	2,695,150.00
July 15, 2040	10,905,000	2,695,150.00	13,600,150.00
January 15, 2041	--	2,422,525.00	2,422,525.00
July 15, 2041	11,465,000	2,422,525.00	13,887,525.00
January 15, 2042	--	2,135,900.00	2,135,900.00
July 15, 2042	12,055,000	2,135,900.00	14,190,900.00

<b>Installment Payment Date</b>	<b>Principal Portion of Installment</b>	<b>Interest Portion of Installment</b>	<b>Combined Installment Payment</b>
January 15, 2043	\$ --	\$1,834,525.00	\$ 1,834,525.00
July 15, 2043	12,670,000	1,834,525.00	14,504,525.00
January 15, 2044	--	1,517,775.00	1,517,775.00
July 15, 2044	13,340,000	1,517,775.00	14,857,775.00
January 15, 2045	--	1,167,600.00	1,167,600.00
July 15, 2045	14,055,000	1,167,600.00	15,222,600.00
January 15, 2046	--	798,656.25	798,656.25
July 15, 2046	14,815,000	798,656.25	15,613,656.25
January 15, 2047	--	409,762.50	409,762.50
July 15, 2047	15,610,000	409,762.50	16,019,762.50

**Section 4.02 Subordinated Obligations.** The 2018 Subordinated Installment Payments shall be Subordinated Obligations under the Agreement and the payment of the 2018 Subordinated Installment Payments shall be on parity in right of payment to the Subordinated Installment Payments under the Agreement. No Owner of the Obligations shall have any right to take any action or enforce any right that has a materially adverse effect on the interests of the Owners of the Installment Payment Obligations.

## **ARTICLE 5**

### **Prepayment of 2018 Subordinated Installment Payments**

**Section 5.01 Optional Prepayment of 2018 Subordinated Installment Payments.** The 2018 Subordinated Installment Payments relating to the Principal Portion of 2018 Subordinated Installment Payments payable on and after July 15, 2029, are subject to prepayment, at the option of the City, in whole or in part, upon at least thirty-five (35) days' prior written notice to the Trustee (on behalf of the Authority as assignee of the Corporation) specifying the date and amount of such prepayment, on any date on or after July 15, 2028, at 100% of the Principal Portion of 2018 Subordinated Installment Payments to be prepaid, plus the unpaid Interest Portion of 2018 Subordinated Installment Payments to be prepaid to the date fixed for prepayment, without premium.

## **ARTICLE 6**

### **Additional Covenants**

#### **Section 6.01 Additional Covenants Relating to Tax Exemption.**

(a) The City shall not directly or indirectly use or permit the use of any proceeds of the 2018 Bonds or any other funds of the City or of the 2018 Components or take or omit to take any action that would cause the 2018 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, or obligations that are "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) The City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the 2018 Bonds under Section 103 of the Code. The City shall not directly or indirectly use or permit the use of any proceeds of the 2018 Bonds or any other funds of the City, or take or omit to take any action, that would cause the 2018 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City shall comply with all requirements of Section 148 of the Code to the extent applicable to the 2018 Bonds. If, at any time, the City is of the opinion that for purposes of this



Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture or otherwise, then the City shall so instruct the Trustee in writing, and shall cause the Trustee to take such action as may be necessary in accordance with such instructions.

(c) Without limiting the generality of the foregoing, the City hereby agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations promulgated thereunder as may be applicable to the 2018 Bonds from time to time. This covenant shall survive payment in full or defeasance of the 2018 Bonds. The City hereby specifically covenants to pay or cause to be paid to the United States of America at the times and in the amounts determined under this Section the rebate requirement, as described in the Tax Certificate, and to otherwise comply with the provisions of the Tax Certificate executed by the City and the Authority in connection with the execution and delivery of the 2018 Bonds.


(d) Notwithstanding any provision of this Section, if the City provides to the Trustee an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the 2018 Bonds pursuant to Section 103 of the Code, then the City may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

**Section 6.02 Continuing Disclosure.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed and delivered by the City in connection with the issuance of the 2018 Bonds. Notwithstanding any other provision of this 2018 Supplement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default of any kind under this 2018 Supplement; provided, however, that the Trustee may (and, at the request of any participating underwriter or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Outstanding 2018 Bonds, shall), or any Owner or Beneficial Owner (as defined below) may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this such Continuing Disclosure Certificate. For purposes of this Section, “**Beneficial Owner**” means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any 2018 Bond (including, any persons holding any 2018 Bond through nominees, depositories, or other intermediaries).

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**IN WITNESS WHEREOF**, this 2018 Supplement has been executed by the City and the Corporation as of the year and date first above written.

**THE CITY OF SAN DIEGO**


By:   
Rolando Charvel  
Chief Financial Officer

**ATTEST:**

  
Elizabeth Maland  
City Clerk

**APPROVED AS TO FORM:**

MARA W. ELLIOTT, City Attorney

By:   
Bret A. Bartolotta  
Deputy City Attorney

**SAN DIEGO FACILITIES AND  
EQUIPMENT LEASING CORPORATION**

By: \_\_\_\_\_  
Kevin L. Faulconer, President

**IN WITNESS WHEREOF**, this 2018 Supplement has been executed by the City and the Corporation as of the year and date first above written.

**THE CITY OF SAN DIEGO**

By: \_\_\_\_\_  
Rolando Charvel  
Chief Financial Officer

**ATTEST:**

\_\_\_\_\_  
Elizabeth Maland  
City Clerk

**APPROVED AS TO FORM:**

MARA W. ELLIOTT, City Attorney

By: \_\_\_\_\_  
Bret A. Bartolotta  
Deputy City Attorney

**SAN DIEGO FACILITIES AND  
EQUIPMENT LEASING CORPORATION**

By:  \_\_\_\_\_  
Kevin L. Faulconer, President

**EXHIBIT A**

**2018 COMPONENTS OF PROJECT**

The 2018 Components consist of the components further described in the attached tables.

# 2017 REFUNDED COMPONENTS - 2017 COMMERCIAL PAPER

CIP #	Project Title	Asset Type	Cost of Refunded Components (2017 Commercial Paper)	Useful Life
S11025	Chollas Building	Other	\$ 7,684,508	50 years
S14021	Bayview Reservoir Solar Project	Other	\$ 636,288	20 years
ABM00001	Groundwater Asset Development Program	Other	\$ 402,869	50 years
ALA00001	Pure Water Program	Pure Water Program	\$ 28,047,161	50 years
S12014	Recycled Water Tank Modifications	Recycled Water	\$ 330,756	75 years
AHC00004	Recycled Water System Upgrades	Recycled Water	\$ 289,255	75 years
AKB00003	Water Main Replacements	Water Pipelines	\$ 68,824,843	75 years
S12015	PACIFIC BEACH PIPELINE SOUTH (W)	Water Pipelines	\$ 5,416,181	75 years
S13015	Water & Sewer Group Job 816 (W)	Water Pipelines	\$ 2,271,414	75 years
S11022	Upas St. Pipeline Replacement	Water Pipelines - Transmission	\$ 12,712,947	75 years
S12008	Catalina 12in Cast Iron Mains	Water Pipelines - Transmission	\$ 7,799,984	75 years
AKA00003	Large Diameter Water Transmission PPL	Water Pipelines - Transmission	\$ 4,669,656	75 years
S12010	30th Street Pipeline Replacement	Water Pipelines - Transmission	\$ 2,122,193	75 years
S12016	Otay 1st/2nd PPL West of Highland Avenue	Water Pipelines - Transmission	\$ 1,156,546	75 years
S12009	La Jolla Scenic Dr 16in main	Water Pipelines - Transmission	\$ 361,760	75 years
S11027	Otay 1st/2nd PPL East of Highland Avenue	Water Pipelines - Transmission	\$ 263,898	75 years
S11026	Montezuma PPL/Mid-City Pipeline PH2	Water Pipelines - Transmission	\$ 234,811	75 years
AKA00002	Pressure Reduction Upgrade	Water Pipelines - Transmission	\$ 139,617	50 years
S12040	Tierrasanta (Via Dominique) Pump Station	Water Pump Station	\$ 3,349,127	50 years
ABI00001	Water Pump Station Restoration	Water Pump Station	\$ 2,794,154	50 years
S12012	Cielo & Woodman Pump Station	Water Pump Station	\$ 153,223	50 years
S12019	Scripps Ranch Pump Station	Water Pump Station	\$ 11,633	50 years
ABL00001	Standpipe & Reservoir Rehabilitations	Water Storage	\$ 1,256,586	50 years
S17006	University Heights Wtr Tower Seismic Ret	Water Storage	\$ 597,210	50 years
S00041	MORENA RESERVOIR OUTLET TOWER UPGRADE	Water Storage	\$ 107,912	50 years
S00044	Lower Otay Reservoir Emer Outlet Improve	Water Storage	\$ 8,389	50 years
S11024	Miramar Clearwell Improvements	Water Treatment Plant	\$ 51,191,692	50 years
S11059	Otay WTP Concrete Work	Water Treatment Plant	\$ 2,516,145	50 years
ABI00001	Water Treatment Plants	Water Treatment Plant	\$ 262,317	50 years
Total:			\$ 205,613,075	
Cost of Issuance:			\$ 275,925	
Total 2017 Commercial Paper Refunded:			\$ 205,889,000	

# 2018 NEW MONEY COMPONENTS

CIP #	Project Title	Asset Type	Projected Cost Financed by 2018 Bond Proceeds*	Useful Life
S11025	Chollas Building	Other	\$ 8,698,155	50 years
ABM00001	Groundwater Asset Development Program	Other	\$ 190,511	50 years
S14021	Bayview Reservoir Solar Project	Other	\$ 10,500	20 years
AKB00003	Water Main Replacements	Water Pipelines	\$ 14,862,942	75 years
S12015	PACIFIC BEACH PIPELINE SOUTH (W)	Water Pipelines	\$ 4,441,756	75 years
S13015	Water & Sewer Group Job 816 (W)	Water Pipelines	\$ 1,540,000	75 years
AKA00003	Large Diameter Water Transmission PPL	Water Pipelines - Transmission	\$ 9,301,787	75 years
S12010	30th Street Pipeline Replacement	Water Pipelines - Transmission	\$ 5,285,000	75 years
S12008	Catalina 12in Cast Iron Mains	Water Pipelines - Transmission	\$ 3,366,305	75 years
S11022	Upas St. Pipeline Replacement	Water Pipelines - Transmission	\$ 3,325,000	75 years
S12009	La Jolla Scenic Dr 16in main	Water Pipelines - Transmission	\$ 2,800,000	75 years
S11026	Montezuma PPL/Mid-City Pipeline PH2	Water Pipelines - Transmission	\$ 700,000	75 years
S12016	Oray 1st/2nd PPL West of Highland Avenue	Water Pipelines - Transmission	\$ 658,000	75 years
AKA00002	Pressure Reduction Upgrade	Water Pipelines - Transmission	\$ 203,633	50 years
S12040	Tierrasanta (Via Dominique) Pump Station	Water Pump Station	\$ 2,828,105	50 years
ABI00001	Water Pump Station Restoration	Water Pump Station	\$ 751,688	50 years
S12012	Cielo & Woodman Pump Station	Water Pump Station	\$ 40,227	50 years
ABL00001	Standpipe & Reservoir Rehabilitations	Water Storage	\$ 3,207,391	50 years
S17006	University Heights Wtr Tower Seismic Ret	Water Storage	\$ 700,000	50 years
S11024	Miramar Clearwell Improvements	Water Treatment Plant	\$ 10,360,000	50 years
ABI00001	Water Treatment Plants	Water Treatment Plant	\$ 840,000	50 years
<b>Total:</b>			<b>\$ 74,111,000</b>	

\* Projections allocations subject to project readiness. Other Water Utility Fund capital projects may be substituted in accordance with MIPA.